



Price Agreement Amendment

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Printed: 10/27/2003

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

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MACTEC ENGINEERING & CONSULTING INC
107 AUDUBON RD
STE 301
WAKEFIELD MA 01880

TECH ASSISTANCE CONTRACT SVCS

Amendment Date: 10/27/2003
Original Award Date: 04/17/2003
Buyer: VIEIRA, STEPHEN A
Phone #: (401) 222 - 2142 ext. 120
FOB: F.O.B., Destination

Terms: Net 30

Change Order Number

1

Award Number

68M00211295A

Effective Period:

04/17/2003 - 10/31/2004

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Change Order Note: CHANGE ORDER #1

Department				Bid Number	C/O Req #
ADMINISTRATION		MPA-309		3363	
Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
	CHANGE ORDER #1 CHANGE TO PO #68M00211295A DATED 4/17/03. THE EFFECTIVE PERIOD HAD BEEN EXTENDED TO 10/31/04. CONTRACT PROVISIONS PROVIDE FOR PRICE ADJUSTMENT IN THE THIRD, FOURTH, AND FIFTH YEARS OF THE CONTRACT BASED UPON CHANGES IN THE CONSUMER PRICE INDEX (CPI) FOR THE NORTHEAST REGION PUBLISHED BY THE U.S. DEPARTMENT OF LABOR BUREAU OF LABOR STATISTICS/BOSTON OFFICE FOR THE ANNUAL PERIOD ENDING JULY OF EACH YEAR. THE INCREASE IN THE CPI FOR THE ANNUAL PERIOD ENDING JULY 2003 IS 2.8%. NOTWITHSTANDING THE ALLOWED 2.8% PRICE INCREASE IN ACCORDANCE WITH THE CPI, BUT IN VIEW OF STATEWIDE BUDGET CONSTRAINTS, EACH OF THE LISTED FIRMS HAS WAIVED THE PRICE INCREASE FOR THIS THE FOURTH YEAR OF THE CONTRACT.				

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.us.

Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

STATE PURCHASING AGENT/DESIGNEE

ACCOUNTING

DATE RELEASED



Notice of Price Agreement Award

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Printed: 4/23/2003

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

V E N D O R	MACTEC ENGINEERING & CONSULTING INC 107 AUDUBON RD STE 301 WAKEFIELD MA 01880	TECH ASSISTANCE CONTRACT SVCS	
		Award Number 68M00211295A	Effective Period: 4/17/03 - 10/31/03

S H I P T O	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA	Date: 04/17/2003 Buyer: STEPHEN VIEIRA Shipping: F.O.B., Destination Terms: Net 30	I N V O I C E	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-309	3363
Item		Unit	Unit Price
	4/17/03 - 10/31/03 PO #68M00211295 CANCELLED. VENDOR NAME CHANGED: FROM: HARDING LAWSON ASSOCIATES TO: MACTEC ENGINEERING & CONSULTING, INC. THIS PURCHASE ORDER 68M00211295A REPLACES 68M00211295 REFLECTING BALANCE OF AWARD TO MACTEC ENGINEERING & CONSULTING, INC. CONTRACT PROVISIONS PROVIDE FOR PRICE ADJUSTMENT IN THE THIRD, FOURTH, AND FIFTH YEARS OF THE CONTRACT BASED UPON CHANGES IN THE CONSUMER PRICE INDEX (CPI) FOR THE NORTHEAST REGION PUBLISHED BY THE U.S. DEPARTMENT OF LABOR BUREAU OF LABOR STATISTICS/BOSTON OFFICE FOR THE ANNUAL PERIOD ENDING JULY OF EACH YEAR. THE INCREASE IN THE CPI FOR THE ANNUAL PERIOD ENDING JULY 2002 IS 1.7%. NOTWITHSTANDING THE ALLOWED 1.7% PRICE INCREASE IN ACCORDANCE WITH THE CPI, BUT IN VIEW OF STATEWIDE BUDGET CONSTRAINTS, EACH OF THE LISTED FIRMS HAS WAIVED THE PRICE INCREASE FOR THE THIRD YEAR OF THE CONTRACT.		

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COPY

STATE PURCHASING AGENT/DESIGNEE

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, "no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe." Under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY – If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING – All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.